CITY OF BUFFALO
NEW YORK

DEPARTMENT OF ADMINISTRATION, FINANCE, POLICY & URBAN AFFAIRS
DIVISION OF PURCHASE
65 NIAGARA SQUARE, ROOM 1901 CITY HALL
BUFFALO, NEW YORK 14202
PHONE (716) 851-5222 FAX (716) 851-5231

SPECIFICATIONS
FOR

BOILER TREATMENT PRODUCTS, SERVICE & MAINTENANCE PROGRAM

FOR THE

CITY OF BUFFALO, AGENCIES & AUTHORITIES

DATE ISSUED: APRIL 13, 2017
BID OPENING DATE: APRIL 27, 2017
AT 10:30 A.M.
BUYER: MARILYN FAZIO

CITY OF BUFFALO

DEPARTMENT OF ADMINISTRATION, FINANCE, POLICY & URBAN AFFAIRS
DIVISION OF PURCHASE
65 NIAGARA SQUARE, ROOM 1901 CITY HALL
BUFFALO, NY 14202

REGULATIONS

FOR ENTERING FORMAL PROPOSALS FOR MATERIALS, SUPPLIES, EQUIPMENT, AND; SERVICES

1. METHOD OF TENDERING PROPOSALS.

(A) ALL BIDDERS MUST TENDER THEIR PROPOSAL ON THE FORM FURNISHED WITH THESE SPECIFICATIONS and shall execute the form in ink or typewriter, without alteration or additions of any kind. Except for catalogs or other descriptive literature specified or requested, ANY LETTERS OR OTHER PAPERS ATTACHED TO PROPOSALS OR SUBMITTED UNDER SEPARATE COVER CONTAINING CONTINGENT CLAUSES OR MODIFICATIONS TO THESE SPECIFICATIONS WILL NOT BE ACCEPTED. Any deviation or minor points of variance shall be specifically shown and stated in the space provided on the bid sheet or on a separate sheet of paper, and only those deviations or minor variations contemplated or permitted thereby will be considered.

(B) No person, co-partnership, or corporation, shall submit more than one proposal, either directly or by agent. Each bidder shall sign said proposal with his/her full name, in his/her own handwriting, and, if a partnership, each partner must sign; if a corporation, the corporate name shall be signed, and signed and acknowledged by a duly authorized officer thereof.

(C) **A bid bond, certified check, bank draft or letter of credit must accompany a bid under $250,000.00.** <u>If the total dollar amount of the bid exceeds $250,000.00, then only a bid bond is acceptable,</u> otherwise, a certified check, bank draft or letter of credit shall be for ten percent (10%) of the amount bid. Bid bond running to the City of Buffalo to be executed by bidder as principal and by duly incorporated company authorized to guarantee performance of the contract, and to do business in the State of New York, as surety, in the penal amount of not less than ten percent (10%) of the bid, conditioned that if the bid accompanying the bond shall be accepted, the principal named in such bond will, whenever required, enter into a written contract for the performance of the contract in accordance with conditions as provided in the plans and specifications and will furnish the required security for the faithful performance of the contract as specified, and the penal sum of such bid bond, in the amount of one hundred percent (100%) shall be and become the minimum amount of the damages suffered by the City as liquidated damages, if the bidder whose bid is accepted shall fail to enter into a contract with the City and give security for the performance of the contract as required, upon notice to him as in said plans and specifications prescribed. The amount of the aforementioned bid bond, certified check, bank draft or letter of credit, shall be based on the total amount of the bid arrived at by the addition of the totals for all groups or units bid upon. Whenever bidder submits proposals for items aggregating less than $10,000.00, no security need accompany the proposal.

(D) "Energy Star
For all applicable products bidders must submit with their bid a statement indicating that all products purchased will bear the "Energy Star" label as awarded by the U. S. Environmental Protection Agency and U. S. Department of Energy.

(E) If bidder finds it necessary to purchase a product that does not bear the "Energy Star" label the bidder or the respective Department or Agency must include a written statement indicating the reason "Energy Star" products cannot be used, and a comparison of the initial and operating cost differential during the useful life of the "Energy Star" rated product and the non-rated product.

(F) All bidders must submit with their bid a statement indicating that they will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, a statement must be submitted indicating that the bidder will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

Forms EEO-2A and 2B are enclosed and must be completed and returned with your proposal.

2. QUALIFICATIONS FOR BIDDER.

Ordinarily, proposals are not considered from bidders on supplies, material or equipment, if the bidder or manufacturer of same is in bankruptcy, or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract, but the Director of Purchase reserves the right to accept or reject such proposals in the best interest of the City. No bid shall be accepted from any person or corporation that is in arrears to the City upon any debt or contract.

FOR THE PURPOSE OF THIS BID, A PERFORMANCE BOND WILL BE REQUIRED WHEN ENTERING INTO A CONTRACT, SEE ITEM THREE (3) PARAGRAPH TWO (2) BELOW FOR POSSIBLE OPTIONS.

A BID BOND FOR 10% OF TOTAL AMOUNT IS REQUIRED WHEN SUBMITTING A BID.

3. CONTRACT AND BOND.

(A) The successful bidder will be required to enter into a contract and furnish a bond guaranteeing the faithful performance of the contract in the penal amount of the contract price, such bond to be executed by the bidder as principal, and by a duly incorporated company authorized to guarantee the performance of the contract and to do business in the State of New York as surety. Said bond to be approved by the Corporation Counsel as to form and by the Comptroller of the City of Buffalo as to sufficiency of the bond. The amount of the performance bond shall be based on the total amount of the contract, arrived at by the additions of the totals for all groups or units listed thereon.

Please note the City of Buffalo may waive its requirement of the above performance bond, at the discretion of the Director of Purchase. If approval is granted and your company is not required to submit a performance bond please list the credit price that would be deducted from your proposal.

4. DISCOUNT.

Bidder will please specify cash discount, if any; discount period to begin with receipt of invoice in the office of the Division of Purchase. The cash discount is not to be considered in determining the low bid, except where bids are otherwise identical.

5. PAYMENT.

Payment for material, supplies or equipment called for herein shall be made within thirty (30) days after approved completion of contract and the rendition of proper invoice to the Division of Accounting, 65 Niagara Square, Room 1214 City Hall, Buffalo, New York 14202.

6. PATENT INFRINGEMENT.

The Contractor shall agree to indemnify and save harmless the City of Buffalo, its servants, agents and employees from any and all suits or action at law or in equity, which may hereafter be brought against them or either of them, for, or on account of, the infringement, or alleged infringement, of any patent or patent rights upon or pertaining to any of the articles described herein.

7. GENERAL.

(A) The Contractor will not be allowed to take advantage of any errors or omissions. The Director of Purchase reserves the right to reject any and all bids on any or all items in the proposal and to waive any informality. In case of error, unit price governs.

(B) Should there be any question concerning these specifications, or the intent of these specifications, the prospective bidder shall apply to the Director of Purchase for such information.

(C) These regulations, specifications, invitation for bids, and the proposal are deemed to be incorporated in the contract.

(D) The Division of Purchase reserves the right to award by item, or as a whole, or to reject any or all bids.

8. TAXES.

Quotations shall not include any New York Sales Tax as municipalities of New York State are not subject to this tax. No Federal Tax of any kind shall be included unless the Federal Law specifically levies such tax against purchases made by the political subdivisions of a State.

9. TITLE.

Contractor must transfer a good and incontrovertible title to all equipment furnished hereunder free and clear of all liens and encumbrances of whatever name and nature.

10. ASSIGNMENT AND SUBCONTRACTING

Pursuant to Article 22 of the City Charter, no contractor awarded a contract pursuant to bids shall assign or subcontract any part of such contract to any person, firm or corporation by whom a proposal was submitted to the City for the same contract. In any event, no contractor shall assign, transfer or otherwise dispose of the within contract, or any part thereof, or any right, title or interest there under, without the prior written consent of the Director. Any such purported action without such consent shall be null and void.

11. SUBCONTRACTOR LIST.

The successful bidder shall submit a list of proposed subcontractors to the Director of Purchase for approval and obtain written consent thereto prior to the execution of the contract.

12. NATIONALLY KNOWN CORPORATIONS.

The Director of Purchase reserves the right to determine which corporations are to be designated as nationally known, and the decision will be final.

13. DELIVERY DATE, PENALTIES AND EXTENSIONS OF TIME.

The delivery date shall be considered by the Director of Purchase in making the award. Such delivery date shall be of the essence of the contract.

If the contractor and/or supplier fails to complete the contract within the specified delivery date or within any extensions thereof granted in accordance with this section, the City may elect to permit the contractor and/or supplier to proceed with and complete the contract, provided, however, that in any such case such permission shall not be deemed a waiver in any respect by the City of the contractor's and/or supplier's liability for damages or expenses thereby incurred by the City as a result of the failure to complete delivery within the specified time, but such liability shall continue in full force against the contractor and/or supplier as if such permission had not been granted.

In order to avoid all controversy in the determination of actual damages or expenses to the City for the delay in completion of the contract by reason of the City's election not to terminate the right of the contractor and/or supplier to proceed with the completion of the contract, the contractor and/or supplier and their surety shall be liable for and shall pay or allow to the City a sum equal to one percent (1%) of the total amount of the contract per day as fixed and agreed liquidated damages for each and every calendar day, Sundays and holidays included, after the date fixed for delivery during which time the contract shall remain incomplete, and any such damages and expenses may be deducted by the City from any payment or payments then due or thereafter to fall due to the contractor and/or supplier.

No extension of time for completion of this contract shall be granted unless the contractor and/or supplier shall make written application to the Director of Purchase no later than five (5) calendar days prior to the specified delivery date for an extension of time to complete delivery and the Director of Purchase shall have granted such extension in writing no later than the date upon which delivery was to have been made. The granting of any such extension and the length of time thereof shall be in the sole discretion of the Director of Purchase.

14. NON-COLLUSIVE BIDDING CERTIFICATION.

If the bidder is a corporation, the execution of the non-collusive certification in the form of proposal shall be deemed to include the signing to non-collusion as the act and deed of the corporation.

No bid shall be considered for an award nor will any award be made to a bidder where the proposal does not include the statements as to non-collusion as set forth in the form of proposal herein, provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and furnish with the bid a signed statement which sets forth in detail the reasons therefor. In such event the bid shall not be considered for award nor shall any award be made unless the Director of Purchase determines that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that a bidder has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being bid, does not constitute, without more, a disclosure to any other bidder or to any competitor within the meaning of the non-collusive certification included in the form of proposal.

15. SECTION 220-E, Labor Law.

PROVISIONS IN CONTRACTS PROHIBITING DISCRIMINATION ON ACCOUNT OF RACE, CREED, COLOR OR NATIONAL ORIGIN IN EMPLOYMENT OF CITIZENS UPON PUBLIC WORKS.

Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees:

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates;

(b) That no contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color , disability, sex or national origin;

(c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) That this contract may be canceled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

(e) The aforesaid provisions of this section covering every contract for or on behalf of the state or municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

16. COOPERATIVE PURCHASING: PURCHASES BY OTHER POLITICAL SUBDIVISIONS

(A) When in the opinion of the Director of Purchase, it will not create a burden or hardship on the City of Buffalo and the anticipated prices will not adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular City of Buffalo request for proposal that the participants shall have rights to make purchases based upon the proposals received by the City of Buffalo.

(B) The City of Buffalo Director of Purchase, within the limits of his/her time and manpower, shall disseminate relevant contract information to the participants.

(C) The participants in the City of Buffalo contracts will issue purchase orders directly to vendors within the specified contract period referencing the City of Buffalo contract involved and be liable for any payments due on such purchase orders.

(D) Proposers shall take notice that as a condition of the award of a City of Buffalo contract pursuant to these specifications, the successful proposers agrees to accept the award of a similar contract with any of the participating political subdivisions if called upon to do so. The City of Buffalo will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

(E) Upon mutual agreement between the successful proposer and various other government agencies and authorities, this contract may be used if all requirements of each municipality is in agreement. Government agencies requesting the use of this contract will be responsible for monitoring all aspects and requirement, the City of Buffalo assumes no responsibility.

BOILER TREATMENT PRODUCTS, SERVICE & MAINTENANCE PROGRAM

FOR THE

CITY OF BUFFALO, AGENCIES & AUTHORITIES

PROPOSALS IN SEALED ENVELOPES, marked "FORMAL BIDS ON BOILER TREATMENT PROGRAM FOR THE CITY OF BUFFALO, AGENCIES & AUTHORITIES", addressed to the Director of Purchase, 65 Niagara Square, Room 1901 City Hall, Buffalo, New York 14202, will be received until 10:30 A. M., local time, THURSDAY APRIL 27, 2017.

The City of Buffalo, Division of Purchase is requesting bids to obtain boiler treatment products, service & a maintenance program for the City of Buffalo. The City of Buffalo's fiscal year is July 1st to June 30th. This initial contract will be from July 1, 2017 through June 30, 2018 to coincide with the City of Buffalo's fiscal year. The City of Buffalo would like to request, if agreeable by both parties, and all terms remaining the same, that this contract be renewed on a yearly basis for an additional four (4) one (1) year periods. Yearly renewal options will be concurrent with the City of Buffalo's fiscal year July 1st – June 30th.

City of Buffalo reserves the right to reject any and all bids or parts of bids, to waive irregularities and technicalities and to request rebids. City of Buffalo also reserves the right to award the contract on such as the City deems will best serve its interests.

City of Buffalo reserves the right to reject all bids and utilize pricing offered in current contracts with other governmental entities if determined advantageous and in the best interest of the City.

Deliveries of chemicals, service and maintenance will be performed in various locations within the City of Buffalo.

For questions regarding these products or any other questions please contact Marilyn Fazio, Buyer at (716) 851-4192.

Brand names used in these specifications are not intended to imply or denote a particular vendor and are not to be construed as restrictive in any way. All proposals that meet or exceed specifications will be considered.

BIDDER SHALL COMPLETE EVERY SPACE IN BIDDERS PROPOSAL COLUMN WITH A CHECK MARK TO INDICATE IF THE ITEM BEING BID IS EXACTLY AS SPECIFIED. IF NOT, DESCRIPTION TO INDICATE THE SPECIFIC DEVIATION FROM THE SPECIFICATIONS TO BE SUPPLIED ON THESE SHEETS OR ON A SEPARATE SHEET OF PAPER.

SPECIFICATIONS	BIDDER COMPLIES YES	NO	DEVIATIONS
BUILDINGS & SYSTEMS COVERED BY THIS AGREEMENT DURING HEATING SEASON OF OCTOBER 15TH – MAY 15TH			
• DISTRICT HEAT – SERVICED TWICE A MONTH DURING HEATING SEASON:			
o THREE (3) LOW PRESSURE STEAM BOILERS IN THE BASEMENT & ONE (1) LARGE STEAM BOILER UPSTAIRS			
o CLOSED LOOP			
• CITY COURT ON DELAWARE			
o WATER QUALITY ASSURANCE PROGRAM			
• POLICE STATION ON FRANKLIN – SERVICED MONTHLY DURING HEATING SEASON			
o STEAM BOILER			
• POLICE GARAGE ON SENECA STREET – SERVICED MONTHLY DURING HEATING SEASON			
o STEAM BOILER			
• BROADWAY GARAGE – SERVICED MONTHLY DURING HEATING SEASON			
o STEAM BOILER			
• BROADWAY MARKET – SERVICED TWICE DURING HEATING SEASON			
o CLOSED LOOP SYSTEM			
STANDARD SERVICE CALL TO INCLUDE:			
• MEET WITH CHIEF ENGINEER OR SYSTEM OPERATOR TO REVIEW ANY PROBLEMS OR CONCERNS, THEN PROCEED TO SITE EQUIPMENT			
• INSPECTION OF FEED STATION			
o CHEMICAL SPILLS/LEAKS			
o ALARMS ON CONTROLLER			
o CONTROLLER CONDUCTIVITY			
o FEED PUMPS ARE PRIMED/WORKING PROPERLY			
o EMPTY DRUM REMOVAL			
o EXTRA CHEMICAL SUFFICIENT			
o ORGANIZATION			
• GENERAL WALK AROUND PLANT			
o ODD NOISES			
o LEAKS			
o VISUAL CHECK OF BOILERS			
o VISUAL CHECK OF WASTE WATER SYSTEM			
• INSPECTION OF TESTING STATION			
o INSPECT TEST KITS			
o CHECK DAILY LOGS			
o DISCUSS TESTING WITH TESTING PERSONNEL			
o MAINTAIN UP-TO-DATE MSDS/TESTING PROCEDURES			
o CLEAN AND ORGANIZE TESTING STATION WHEN DONE TESTING			
• CONDUCT WATER TESTING ON EACH PART OF THE SYSTEM (FEED, BOILER & RETURN)			
o TEST CONDUCTIVITY, PH, INHIBITOR LEVEL			
o RECORD CHEMICAL USAGE			
o CHECK INVENTORY LEVELS			

SPECIFICATIONS	BIDDER COMPLIES YES	NO	DEVIATIONS

• VISIT WITH DIRECTOR/CHIEF ENGINEER/SHIFT ENGINEER/OPERATOR
  o DISCUSS FINDINGS, RESULTS, TRENDS, ISSUES, AND ANY CONCERNS
  o ASSURE WE HAVE ADDRESSED ALL ISSUES THAT WERE BROUGHT UP AT THE BEGINNING OF THE SERVICE VISIT OR BEFORE
  o PUT REPORT INTO LOG BOOK
  o SCHEDULE NEXT SERVICE VISIT			

SERVICE REQUIREMENTS:			
• ON SITE TESTING BY EXPERIENCED PROFESSIONALS FOLLOWING ALL NATIONAL & STATE REGULATIONS • IMMEDIATE AND ACCURATE INTERPRETATION OF TEST RESULTS AND ON SITE RECOMMENDATIONS • ON CALL 24/7 FOR EMERGENCIES • ANNUAL EQUIPMENT INSPECTIONS WITH INTERNAL PHOTOGRAPHS, BOROSCOPING AND WATER TESTING • INVENTORY MANAGEMENT TO INSURE OPTIMUM USE OF TREATMENT PRODUCTS • PROGRAM CONTROL MANUALS TO ORGANIZE AND MANAGE PROGRAM • ANNUAL REVIEW MEETINGS WITH ANNUAL STATUS REPORTS ON ROI PROJECTS • TRAINING OF PLANT OPERATING PERSONNEL EITHER ON SITE OR IN ONE OF OUR TRAINING FACILITIES AS REQUESTED • CUSTOMIZED PRODUCT DELIVERY SERVICES INCLUDING DRUM DISPOSAL AND PUMP TRANSFER TO PERMANENT STORAGE TANKS • EQUIPMENT LOAN PROGRAM – LOANER CHEMICAL FEED AND CONTROL EQUIPMENT • SPECIALTY MONITORING EQUIPMENT AVAILABLE WHEN NEEDED – BOROSCOPE, SODIUM ANALYZER, DISSOLVED OXYGEN MONITOR, ULTRASONIC FLOW SENSOR, CONDENSATE MONITORS & CORRATORS • SOFTWARE AVAILABLE TO HELP MONITOR AND CONTROL YOUR TREATMENT PROGRAM – INCLUDES REMOTE COMMUNICATIONS TO MONITOR YOUR SYSTEMS IN REAL TIME AND CUSTOM CONTROL INTERFACES • LABORATORY SERVICES – FULL SERVICE ANALYTICAL LABORATORIES THAT ARE AVAILABLE TO HELP PREVENT, DIAGNOSE, AND SOLVE WATER TREATMENT PROBLEMS			
BOILER &LOOP TREATMENT REQUIREMENTS			
• REDUCE THE POTENTIAL FOR DOWNTIME AND LOSS OF PRODUCTION DUE TO BOILER PROBLEMS • MINIMIZE SCALE DEPOSITS, CORROSION, AND CARRY OVER • MINIMIZE ENERGY, WATER, AND TREATMENT CHEMICAL COSTS • MINIMIZE LABOR, MAINTENANCE, AND REPAIR COSTS • LOWER PRESSURE-VESSEL INSURANCE COSTS			

SPECIFICATIONS	BIDDER COMPLIES YES	NO	DEVIATIONS
• AUTOMATION OF CHEMICAL FEED – A "NEAT" PROPORTIONAL CHEMICAL FEED SYSTEM WHERE APPLICABLE			
PRODUCTS FOR DEPOSIT CONTROL IN BOILERS AND CLOSED LOOPS:			
STEAM BOILERS:			
• 225 GALLONS, (45- 5 GALLON PAILS) NITRITE BASED BOILER INHIBITOR (1 GALLON TREATS 500 GALLONS OF SYSTEM WATER) MUST BE 5 GALLON PAILS FOR ABILITY TO TRANSPORT AROUND TO SITES.			
• 200 LBS, POWDERED SULFITE			
• 10 GALLONS, POLYMER			
COOLING/HEATING AT CITY COURT:			
• 20 GALLONS, TOWER INHIBITOR- ABILITY TO TREAT 36,000 GALLONS OF MAKEUP WITH ONE GALLON OF PRODUCT.			
• 10 GALLONS, STABILIZIED BROMINE			
• 5 GALLONS, ISOTHIASILINE			
• 5 GALLONS, MOLYBDATE BASED CLOSED LOOP TREATMENT			
FOLLOWING ITEMS ARE NOT PROJECTED TO BE NEEDED FOR THIS FISCAL YEAR BUT MAY BE REQUIRED IN THE YEARS TO FOLLOW:			
• CHEM AQUA 900 OR EQUAL- QTY USED IN PAST 5 YEARS-800LBS			
• CHEM AQUA 150 OR EQUAL- QTY USED IN PAST 5 YEARS- QTY UNDETERMINED, AS NEEDED			
• CHEM AQUA 103 OR EQUAL-QTY USED IN PAST 5 YEARS-30 GAL			
• CHEM AQUA 999 OR EQUAL QTY USED IN PAST 5 YEARS- QTY UNDETERMINED, AS NEEDED			
• CHEM AQUA ANCOOL 3720- QTY USED IN PAST 5 YEARS- QTY UNDETERMINED, AS NEEDED			
• PHOSPHATE INHIBITOR-QTY UNDETERMINED, AS NEEDED			
• LIQUID SULFITE- QTY UNDETERMINED, AS NEEDED			
• CAUSTIC- QTY UNDETERMINED, AS NEEDED			
Authorized Signature _____			

NOTIFICATION OF AWARD

A notice of award letter will be sent to all parties who submitted a valid proposal notifying all of our selection as to who was the successful bidder.

METHOD OF BIDDING

Bidders shall quote a price that includes service, testing reagents, training and shipping. Bidders shall quote unit prices and total price for chemicals. Bidders shall also state credit for waiver of performance bond, if a waiver is granted.

Page (9-11) shall be returned with bid noting any exceptions. **It will be presumed that the bidder is bidding as specified, if exceptions are not listed.**

ALL INFORMATION REQUIRED

BIDDERS SHALL ANSWER ALL QUESTIONS APPEARING ON BID FORM.
FAILURE TO FOLLOW INSTRUCTIONS SHALL BE REASON FOR DISQUALIFICATION.
NOT RESPONDING TO THIS BID INVITATION WILL RESULT IN YOUR NAME BEING REMOVED FROM THE BIDDER'S LIST FOR THIS COMMODITY GROUP.

WILLIAM L. SUNDERLIN, DIRECTOR
DIVISION OF PURCHASE

CITY OF BUFFALO
NEW YORK
DEPARTMENT OF ADMINISTRATION, FINANCE, POLICY & URBAN AFFAIRS
DIVISION OF PURCHASE
65 NIAGARA SQUARE, ROOM 1901 CITY HALL
BUFFALO NY 14202
PHONE (716) 851-5222 FAX (716) 851-5231

FORMAL PROPOSAL

BOILER TREATMENT PRODUCTS, SERVICE & MAINTENANCE PROGRAM FOR THE CITY OF BUFFALO, AGENCIES & AUTHORITIES

Covered by Specifications ADVERTISED ON: MONDAY, APRIL 17, 2017

This bid must be returned to 65 Niagara Square, Room 1901 City Hall, Buffalo, N.Y. 14202 on or before 10:30 A.M., Local Time, THURSDAY APRIL 27, 2017, at which time all bids will be publicly opened.

THE UNDERSIGNED SUBMITS THE FOLLOWING BID WHICH IS IN COMPLETE CONFORMITY WITH THE INTENT OF THE SPECIFICATIONS.

ITEM NO.	QUANTITY & DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	BOILER TREATMENT PROGRAM THAT INCLUDES SERVICE, TESTING REAGENTS, TRAINING FOR ONE YEAR FOR DISTRICT HEAT AND CITY COURT AND OTHERS		**$**_____
2.	225 GA., (45- 5 GALLON PAILS) NITRITE BASED, BOILER INHIBITOR, OR EQUAL	$_____/**5 GA. PAIL**	$_____
	MFR. /BRAND _____		
3.	200 LBS., POWDERED SULFITE, OR EQUAL	$_____PER/LB.	$_____

MFR. /BRAND _____

CONTINUED…

NAME OF BIDDER _____ PHONE NO. _____

ADDRESS_____ EMAIL _____

REMIT TO ADDRESS_____

This form must be completed and submitted as stipulated in the specifications, either TYPEWRITTEN OR PRINTED IN INK.

ITEM NO.	QUANTITY & DESCRIPTION	UNIT PRICE		TOTAL PRICE
4.	10 GA., POLYMER, OR EQUAL	$_____	PER/GA.	$_____
	MFR. /BRAND _____			
5.	20 GA., TOWER INHIBITOR, OR EQUAL	$_____	PER/GA.	$_____
	MFR. /BRAND _____			
6.	10 GA., STABILIZIED BROMINE, OR EQUAL	$_____	PER/GA.	$_____
	MFR. /BRAND _____			
7.	5 GA., ISOTHIASILINE, OR EQUAL	$_____	PER/GA.	$_____
	MFR. /BRAND _____			
8.	5 GA., MOLYBDATE BASED CLOSED LOOP TREATMENT, OR EQUAL	$_____	PER/GA.	$_____
	MFR. /BRAND _____			

TOTAL PRICE $_____

If your company is the successful bidder and the City of Buffalo grants approval to waive the performance bond for this contract please list the cost savings that would be credited to the City of Buffalo on this contract

Credit to be applied: $_____

FOLLOWING ITEMS ARE NOT PROJECTED TO BE NEEDED FOR THIS FISCAL YEAR BUT MAY BE REQUIRED IN THE YEARS TO FOLLOW. PLEASE QUOTE UNIT PRICE; TO BE PURCHASED AS NEEDED.

ITEM NO.	DESCRIPTION	UNIT PRICE	
9.	CHEM-AQUA 900, OR EQUAL	$_____	PER/GA.
	MFR. /BRAND _____		
10.	CHEM-AQUA 150, OR EQUAL	$_____	PER/GA.
	MFR. /BRAND _____		

CONTINUED…

NAME OF BIDDER _____ PHONE NO. _____

ADDRESS_____ EMAIL _____

REMIT TO ADDRESS_____

This form must be completed and submitted as stipulated in the specifications, either TYPEWRITTEN OR PRINTED IN INK.

ITEM NO.	DESCRIPTION	UNIT PRICE
11.	CHEM-AQUA 103, OR EQUAL	$_____PER/GA.
	MFR. /BRAND _____	
12.	CHEM-AQUA 999, OR EQUAL	$_____PER/GA.
	MFR. /BRAND _____	
13.	CHEM-AQUA ANCOOL 3720, OR EQUAL	$_____PER/5GA. PAIL
	MFR. /BRAND _____	
14.	PHOSPHATE INHIBITOR, OR EQUAL	$_____PER/GA.
	MFR. /BRAND _____	
15.	LIQUID SULFITE, OR EQUAL	$_____PER/GA.
	MFR. /BRAND _____	
16.	CAUSTIC, OR EQUAL	$_____PER/GA.
	MFR. /BRAND _____	

NAME OF BIDDER _____ PHONE NO. _____

ADDRESS_____ EMAIL _____

REMIT TO ADDRESS_____

This form must be completed and submitted as stipulated in the specifications, either TYPEWRITTEN OR PRINTED IN INK.

CASH DISCOUNT (IF ANY) TO BE DEDUCTED _____ % IN THIRTY (30) DAYS.

DELIVERY OF CHEMICALS SHALL BE WITHIN_____DAYS AFTER RECEIPT OF A PURCHASE ORDER BY VENDOR.

PAGE (9-11) SHALL BE RETURNED WITH BID NOTING ANY EXCEPTIONS. **IT WILL BE PRESUMED THAT THE BIDDER IS BIDDING AS SPECIFIED, IF EXCEPTIONS ARE NOT LISTED.**

We attach hereto Bid Bond, Certified Check, Bank Draft or Letter of Credit in the amount required by the specifications.

THIS PROPOSAL IS FAIR IN EVERY RESPECT AND NO OFFICER OF THE CITY OF BUFFALO IS DIRECTLY OR INDIRECTLY INTERESTED IN SAID PROPOSAL, OR IN THE WORK TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS, excluding profits which may accrue as a stockholder, provided that as such stockholder he does not have supervision, control, or direction of said corporation and that he did not participate in the calculation, submission or preparation of this bid.

THIS PROPOSAL IS TENDERED BY (A) (AN) CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL_____

PARTNERS CONSTITUTING _____
PARTNERSHIP _____

INCORPORATED IN WHAT STATE, IF CORPORATION? _____

IF FOREIGN CORPORATION, STATE IF AUTHORIZED TO DO BUSINESS IN NEW YORK STATE _____

* CORPORATE OFFICERS' NAMES	TITLES	ADDRESSES

* PRINCIPAL STOCK HOLDERS

NAMES	ADDRESSES	NAMES	ADDRESSES

* Note: This information is not required from nationally known corporations.

NON-COLLUSION CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certificates, and in the case of a joint bid, each party thereto certifies as to it's own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor;

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition.

FIRM OR CORPORATION NAME _____

PRINCIPAL ADDRESS _____
STREET

_____
CITY STATE ZIP CODE

SIGNATURE OF INDIVIDUAL, PARTNERS OR OFFICERS

_____
TITLE (TYPE OR PRINT NAME ABOVE)

_____
TITLE (TYPE OR PRINT NAME

FORM 2A – BIDDERS AFFIRMATIVE ACTION STATEMENT

The_____
(Company Name)

hereby states that we will make good faith efforts to ensure a diverse workforce and minority business participation for this proposal/bid in accordance with the City of Buffalo Charter, Chapter 96, Bonds and Contracts.

We will work toward a minority workforce goal of 25%, and woman workforce goal of 5%. In addition, we will work toward a business utilization goal for minority business enterprise of 25% and woman business enterprise of 5%.

_____
(Signature of Authorized representative of Bidder)

Date_____

BIDS/PROPOSALS FAILING TO INCLUDE OR COMPLETE ANY OF THE ABOVE ITEMS WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE ACCEPTED.

EEO-2A

Form 2B CITY OF BUFFALO MINORITY / WOMEN'S BUSINESS UTILIZATION REPORT

Name of Project: BOILER TREATMENT PRODUCTS, SERVICE & MAINTENANCE PROGRAM				**City of Buffalo** Mayor's Office of Contract Compliance 2201 City Hall, Buffalo, New York 14202						
Date: 4/27/2017										
1.	**2.**	**3.**	**4.**	**5.**		**6.**	**7.**	**8.**		
				Competitive				**Specify the Type of Work**		
Name of Contractor	**Contract Amount**	**City of Buffalo Business**	**Section 3 Business**	**YES**	**NO**	**MBE**	**WBE**	**a. Construction**	**b. Supplies**	**c. Services**